

RECORDING REQUESTED BY:

United States Navy
Naval Facilities Engineering Command
Southwest Division
1230 Columbia Street, Suite 1100
San Diego, California 92101
Attention: William R. Carsillo
Lead Real Estate Contracting Officer

WHEN RECORDED, MAIL TO:

Department of Toxic Substances Control
Southern California Region
5796 Corporate Avenue
Cypress, California 90630
Attention: John E. Scandura
Chief Southern California Operations
Office of Military Facilities

California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street, Suite 500
Riverside, California 92501-3348
Attention: Gerard J. Thibeault
Executive Officer

2227193 NCBL

Recorded in Official Records, County of Orange
Darlene Bloom, Interim Clerk-Recorder

NO FEE

20020404588 04:30pm 05/14/02

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SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

(Re: Marine Corps Air Station Tustin)

This Covenant and Agreement ("Covenant") is made by and between the United States of America acting by and through the Department of the Navy ("DON" or "Covenantor"), the current owner of property situated in the City of Tustin, County of

Orange, State of California, described and depicted as Parcel I-H-15 and I-H-16 in Exhibit A which is attached and incorporated herein by this reference ("Property"), and the California Department of Toxic Substances Control ("Department"), and the California Regional Water Quality Control Board, Santa Ana Region ("RWQCB"). The Department and RWQCB have determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials, as defined in California Health and Safety Code section 25260, and enters into this Covenant in accordance with Health and Safety Code section 25355.5 and California Civil Code section 1471(c). In addition, pursuant to Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") section 104 (42 U.S.C. § 9604), as delegated to the Covenantor by Executive Order 12580, ratified by Congress in 10 United States Code section 2701 et seq., and implemented by the National Oil and Hazardous Substances Pollution Contingency Plan ("NCP"), 40 Code of Federal Regulations part 300, and implementing guidance and policies, the Covenantor has also determined that this Covenant is reasonably necessary to protect present or future human health or safety or the environment as the result of the presence on the land of hazardous substances as defined in CERCLA section 101 (42 U.S.C. § 9601).

The Covenantor, the Department, and the RWQCB (collectively, the "Parties") therefore intend that the use of the Property be restricted as set forth in this Covenant to protect human health, safety, and the environment. The Covenantor currently has legal title and interest in the Property sufficient to enter into and record this Covenant and to provide for continuing enforcement of the Restrictions contained in this Covenant. This

Covenant shall be enforceable against the Property and any portion thereof in that it shall run with the land to all successors and assigns as provided in this Covenant. Further, in any subsequent transfers or conveyances of the Property's title by the DON to non-federal entities the DON shall insure that any such subsequent deed or transfer contains protective Restrictions that are consistent with this Covenant and provide a right of access and power to inspect the Owner's or Occupant's compliance with such Restrictions.

ARTICLE I

STATEMENT OF FACTS

1.01 The DON and the Department entered into a Federal Facility Site Remediation Agreement ("FFSRA") on August 18, 1999, pursuant to which DON agreed to investigate and respond to releases of CERCLA hazardous substances at Marine Corps Air Station ("MCAS") Tustin. The Moffett Trenches and Crash Crew Burn Pit site at MCAS Tustin has been designated as Installation Restoration Program ("IRP") Site 1 ("TRP-1") and is also known as Operable Unit No.3 ("OU-3").

IRP-1 is located at MCAS Tustin, in the County of Orange, State of California, and is generally bounded to the northeast by the southern edge of Edinger Avenue, to the northwest by the western edge of the access road on the northwest edge of the Jamboree Road roadbed fill (approximately 20 feet west of the landfill gas probes), to the southwest by the toe of the northern concrete support structure for the Jamboree Road overpass above Moffett Drive, and to the southeast by the western edge of the Peters Canyon Channel bottom where it meets the containment remedy wall or western channel bank.

IRP-1 was investigated by DON as provided in the FFSRA and addressed in the OU-3 Record of Decision ("ROD")/Remedial Action Plan ("RAP") issued and approved on December 20, 2001. The OU-3 ROD/RAP selected a surface cover and containment wall along Peters Canyon Channel; a landfill gas, groundwater and surface water monitoring program; associated land use restrictions; and a contingency plan as the remedial action for IRP-1. This remedial action was determined to be adequately protective of human health and the environment and to comply with federal and state requirements.

The OU-3 ROD/RAP provided that certain specific existing monitoring wells and associated monitoring or other equipment located adjacent to IRP-1 (Monitoring Wells I001BC47S, I001MW47D, I001MW43D, and I001BC43S) are part of the selected remedial action. Operation, maintenance, and monitoring activities associated with these monitoring wells will be addressed more specifically in the Operation and Maintenance Plan and the Land-Use Control Implementation and Certification Plan being developed for OU-3. These four monitoring wells and associated equipment are located on property adjacent to IRP-1. The OU-3 ROD/RAP also provided that the area of applicability of the Restrictions for Adjacent Wells protecting these monitoring wells and associated equipment was defined as the locations of the wells and equipment. The ROD/RAP also provided that the Covenant must provide for access for DTSC, the RWQCB, and other regulatory agencies that have jurisdiction, including any contractor or representative acting at the direction of any such aforementioned entity. The locations of the adjacent monitoring wells and areas of applicability of the Restrictions for Adjacent Wells are referred to as the "Property"

subject to this Covenant and are more particularly described and depicted as Parcel I-H-15 and I-H-16 in Exhibit A.

The DON issued a Finding of Suitability for Transfer ("FOST") dated April 22, 2002, to transfer the Property. Real property containing IRP-1 will be conveyed at a later date in a separate conveyance from the conveyance of the Property.

ARTICLE II

DEFINITIONS

2.01 Covenantor. "Covenantor" shall mean the United States of America Acting through the DON.

2.02 Department. "Department" shall mean the California Department of Toxic Substances Control and includes its successor agencies, if any.

2.03 Occupant. "Occupant" shall mean any person or entity entitled by leasehold or other legal relationship to the right to occupy any portion of the Property.

2.04 Owner. "Owner" shall mean the Covenantor's successors in interest, and their successors in interest, including heirs and assigns, during their ownership of all or any portion of the Property.

2.05 RWQCB. "RWQCB" shall mean the California Regional Water Quality Control Board, Santa Ana Region and includes successor agencies, if any.

ARTICLE III

GENERAL PROVISIONS

3.01 Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions, and conditions (collectively, "Restrictions"), subject

to which the Property containing Monitoring Wells I001BC47S, I001MW47D, I001MW43D, and I001BC43S and associated monitoring and other equipment shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. These Restrictions are to be construed to be consistent with the separate restrictions placed in the deed by and in favor of the Covenantor, conveying the Property from the Covenantor to its successor in interest. Each and every Restriction: (a) runs with the land in perpetuity pursuant to Health and Safety Code section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property; (c) is for the benefit of, and is enforceable by the Department and RWQCB; and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02 Binding upon Owners and Occupants. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all Owners and Occupants of the Property, their heirs, successors, and assigns, and the agents, employees, and lessees of the Owners, heirs, successors, and assigns. Pursuant to Civil Code section 1471(b), all successive owners of the Property are expressly bound hereby for the benefit of the Department and RWQCB.

3.03 Written Notification. Upon a determination that a hazardous substance is present upon or beneath any portion of the Property, Owner and/or Occupant shall provide a written notification of the hazardous substance pursuant to Health and Safety Code section 25359.7. Specifically, prior to the sale, lease, or rental of the Property or any portion thereof, the Owner or lessor shall give the buyer, lessee, or renter notice that

a hazardous substance is located on or beneath the Property. Such written notice shall include a copy of this Covenant.

3.04 Incorporation into Deeds, Leases, or Rental Agreements. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, or rental agreements for any portion of the Property to which they are in effect and applicable.

3.05 Conveyance of Property. The Owner shall provide notice to the Department and RWQCB not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department and RWQCB shall not, by reason of this Covenant alone, have authority to approve, disapprove, or otherwise affect a conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

ARTICLE IV

RESTRICTIONS

4.01 Restrictions for Adjacent Monitoring Wells. The following Restrictions on use of the Property shall apply unless otherwise approved by both the Department and RWQCB as provided below:

a. Monitoring Wells I001BC47S, I001MW47D, I001MW43D, and I001BC43S and associated monitoring or other related equipment shall not be altered, disturbed, or removed by the Owner or Occupant without the prior written approval of DON, the Department, and the RWQCB.

b. These Restrictions are imposed upon, run with, and shall pass with the Property that contains each of the four monitoring wells as described in Legal Description A.1 (Parcel I-H-15, Portion of Reuse Plan Disposition Site 28) and Legal Description A.2 (Parcel I-H-16, Portion of Reuse Plan Disposition site 28) in Exhibit A.

c. Not later than thirty (30) days following the execution of a lease or rental agreement of any portion of the Property containing said wells or related equipment, the Owner shall notify DON, the Department, and RWQCB of the lease or rental agreement.

4.02 Covenant for Access by Department and RWQCB. The Department and RWQCB, and other regulatory agencies that have jurisdiction, including any contractor or representative acting at the direction of any such aforementioned entity, shall have a reasonable right of entry and access to the Property from public roads across and through Parcel I-H-1 (as described in the legal description for Parcel I-H-1 attached to "Quitclaim Deed H and Environmental Restriction Pursuant to Civil Code Section 1471" executed on May __, 2002 as Exhibit A thereof) for purposes of sampling, inspection, monitoring, maintenance, well closure, and other activities relating to Monitoring Wells I001BC47S, I001MW47D, I001MW43D, and I001BC43S and associated monitoring or other equipment consistent with the purposes of this Covenant. The Department and RWQCB shall give the Owner or Occupant reasonable prior written notice of such activities and make reasonable efforts to minimize interference with the ongoing use of the Property.

ARTICLE V

ENFORCEMENT

5.01 Enforcement. Failure of the Owner or Occupant to comply with any of the Restrictions specifically applicable to it shall be grounds for the Department or RWQCB to obtain injunctive relief prohibiting activities restricted by this Covenant. Actual or threatened violation of this Covenant may be prohibited or restrained, or the interest intended for protection by this Covenant may be enforced, by injunctive relief or any other remedy as provided by law. The court may award to the prevailing party in any action the costs of litigation, including reasonable attorney's fees.

ARTICLE VI

VARIANCE, TERMINATION AND RELEASE

6.01 Variance. The Owner, or with the Owner's consent, any Occupant, may apply to the Department and RWQCB for a written variance from the provisions of this Covenant. Any such application to the Department shall be made in accordance with Health and Safety Code section 25233. Any such application to the RWQCB shall be made to the Executive Officer. The Department and RWQCB will grant the variance only after finding that such a variance would be protective of human health, safety, and the environment.

6.02 Termination. The Owner, or with the Owner's consent, any Occupant, may apply to the Department and RWQCB for a termination of the Restrictions or other terms of this Covenant as they apply to all or any portion of the Property. Any such application to the Department shall be made in accordance with Health and Safety Code section 25234. Any such application to the RWQCB shall be made to the Executive

Officer, who shall grant the termination if he or she finds that the Restrictions are no longer necessary to protect present or future health or safety or the environment. The Executive Officer's determination may be appealed to the Regional Board. Any termination of the Restrictions or other terms of this Covenant shall be effective only if both the Department and RWQCB grant the termination. No termination of this Covenant shall extinguish or modify any covenants, assurances, or right of access provided pursuant to CERCLA section 120(h)(3) in any deed by which the DON conveys the Property.

6.03 Modification of this Covenant. Notwithstanding any other provision of this Covenant, if all of the parties hereto or their assigns or successors in interest, as applicable, agree in writing in a legally recordable form to a modification of this covenant, such modification, upon recording, shall be in effect as if it were included in this original covenant.

6.04 Release. This Covenant shall continue in effect in perpetuity unless ended in accordance with the termination paragraph above, by law, or by the Department and RWQCB under this paragraph 6.04. Upon the Department and RWQCB making a determination that any or all of the Restrictions on the use of the Property are no longer necessary to protect present or future human health or safety or the environment, the Department and RWQCB shall promptly record a release terminating this Covenant or the relevant Restriction. In making such a determination, the Department and RWQCB shall make a finding that the circumstances that created the necessity for the restrictions have since been sufficiently investigated, removed, or altered in a manner that allows the

Department and RWQCB to determine there is no significant existing or potential hazard to present or future human health or safety or the environment.

ARTICLE VII

MISCELLANEOUS

7.01 No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02 Recordation. The Covenantor shall record this Covenant, with Exhibit A, in the County of Orange within ten (10) days of the Covenantor's receipt of a fully executed original.

7.03 Notices. Whenever any person gives or serves any notice ("notice" as used here includes any demand or other communication with respect to this Covenant), each such notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: United States Navy
Naval Facilities Engineering Command
Southwest Division
1220 Pacific Highway
San Diego, CA 92120
Attention: Commanding Officer

To Department: Department of Toxic Substances Control
Southern California Region
5796 Corporate Ave.
Cypress, California 90630
Attention: Chief, Southern California Operations
Office of Military Facilities

To RWQCB: California Regional Water Quality Control Board
Santa Ana Region
3737 Main Street, Suite 500
Riverside, California 92501-3348
Attention: Executive Officer

To City: City Manager
City of Tustin
300 Centennial Way
Tustin, CA 92680

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.04 Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included.

7.05 Exhibits. All exhibits referenced in this Covenant are deemed incorporated into this Covenant by reference.

7.06 Section Headings. The section headings set forth in this Covenant are included for convenience and reference only and shall be disregarded in the construction and interpretation of any of the provisions of this Covenant.

7.07 Representative Authority. The undersigned representative of each party to this Covenant certifies that he or she is fully authorized to enter into the terms and conditions of this Covenant and to execute and legally bind that party to this Covenant.

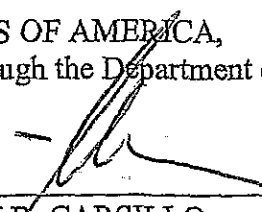
7.08 Statutory References. All statutory references include successor provisions.

IN WITNESS WHEREOF, the Parties execute this Covenant.

Covenantor:

UNITED STATES OF AMERICA,
acting by and through the Department of the Navy

By:


WILLIAM R. CARSILO
Real Estate Contracting Officer

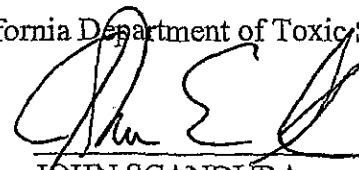
*Have Notary Ack Attached
BA*

Date:

5/13/02

California Department of Toxic Substances Control

By:


JOHN SCANDURA
Chief, Southern California Operations
Office of Military Affairs

Date:

5/9/02

California Regional Water Quality Control Board, Santa Ana Region

By:


GERARD J. THIBEAULT
Executive Officer

Date:

5-9-02

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On this 9TH day of MAY, in the year

2002, before me THAO P. TRAN, Notary Public, personally
appeared JOHN EDWARD SCANDURA

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Thao P. Tran



STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On this 13 day of MAY, in the year
2002, before me TINA FLORES, personally
appeared GEORGE J. THIBEAULT,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is are subscribed to the within instrument and acknowledged to
me that he she they executed the same in his her their authorized capacity(ies), and that
by his her their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Tina Flores



STATE OF CALIFORNIA

) ss.

COUNTY OF _____

)

On _____ before me, _____ personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial Seal)

GOVERNMENT CODE 27361.7

I certify under penalty of perjury that the Notary Seal on the document to which this statement is attached reads as follows:

NAME OF THE NOTARY: Tina Flores
DATE COMMISSION EXPIRES: 5-10-03
COUNTY WHERE BOND IS FILED: Riverside
COMMISSION NUMBER: 1219086
MANUFACTURER/VENDOR NUMBER: BC74
PLACE OF EXECUTION: SA DATE: 5-14-02
SIGNATURE: Bob Blank

I certify under penalty of perjury and the laws of the State of California that the legible portion of this document to which this statement is attached reads as follows:

Place of Execution _____ Date _____

Signature: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE } ss.

On 5-13-02

Date

before me,

Beverly White, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

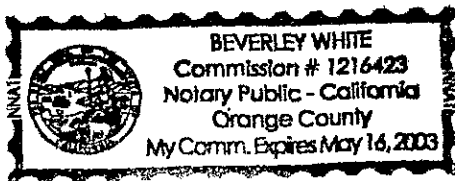
William R. CARSILO

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal

Beverly White

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Covenant to Restrict Use of Property Quasi-judicial Restraint

Document Date:

NONE

Number of Pages:

13

Signer(s) Other Than Named Above:

N/A

Capacity(ies) Claimed by Signer

Signer's Name:

☒ Individual

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other:

Signer Is Representing:

United States

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Exhibit "A"

Legal Description A.1

Monitoring Locations and Areas

Of Applicability of Well Restrictions

(Parcel I-H-15, Portion of Reuse Plan Disposition Site 28)

1
2 In the City of Tustin, County of Orange, State of California, being all those portions of
3 Lot 189, Block 62 of Irvine's Subdivision as shown on map filed in Book 1 Page 88 of
4 Miscellaneous Record Maps, records of said County described as follows.

5
6 **The following description is for Reference Purposes:**

7 Beginning at the intersection of the northwesterly line of that certain easement for road
8 purposes shown as Parcel 2 as granted to the Irvine Company by Instrument No. 88-456310
9 recorded September 12, 1988, Official Records, records of said County, with the curved
10 westerly line of that certain easement conveyed to the Orange County Flood Control
11 District shown as Parcel F-10-101 recorded August 19, 1963 in Book 6681 Page 721 of
12 Official records, records of said County, being a curve concave to the west having a radius
13 of 755.00 feet, a radial line to said intersection of said curve bears North 78° 33' 32" East;
14 thence along the northwesterly line of said Instrument No. 88-456310
15 South 51°13'17" West 126.74 feet; thence South 50°49'06" West 101.70 feet; thence
16 South 49°22'12" West 198.91 feet; thence South 42°46'50" West 237.56 feet; thence
17 South 40°08'47" West 103.43 feet; thence South 40°02'01" West 336.20 feet; thence
18 South 41°53'37" West 255.25 feet; thence South 47°21'06" West 73.45 feet; thence leaving
19 said northwesterly line North 49°19'54" West 33.32 feet; thence North 42°46'59" East
20 140.37 feet; thence North 40°43'10" East 78.13 feet to a point hereinafter referred to as
21 "Point No. 1"; thence continuing North 40°43'10" East 122.25 feet; thence
22 North 48°52'43" East 41.82 feet; thence North 41°41'02" East 94.73 feet; thence
23 North 39°49'21" East 107.74 feet; thence North 42°15'52" East 411.12 feet; thence
24 North 45°27'43" East 87.68 feet; thence North 48°33'22" East 94.05 feet; thence

Exhibit "A"

Legal Description A.1

Monitoring Locations and Areas
Of Applicability of Well Restrictions

(Parcel I-H-15, Portion of Reuse Plan Disposition Site 28)

ED North 56°02'27" East 59.08 feet; thence North 65°11'02" East 73.27 feet; thence North 52°54'57" East 133.83 feet to a point on said curved westerly line, a radial line of said curve to said point bears North 78°04'15" East; thence southerly along said curved westerly line 6.43 feet through a central angle of 0° 29' 17" to the point of beginning.

Restriction Area No. 1 (Monitoring Wells I001 BC 47S & I001 MW 47D)
(Parcel I-H-15)

Beginning at said "Point No. 1" thence North 49°16'50" West 11.29 feet to the True Point Of Beginning; thence South 44°21'36" West 16.00 feet; thence North 45°38'24" West 13.00 feet; thence North 44°21'36" East 16.00 feet; thence South 45°38'24" East 13.00 feet to the True Point OF Beginning.

Containing 208 sq. Ft., more or less.

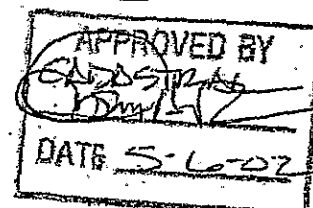
As shown on Attachment "A.1" attached hereto and by this reference made a part hereof.

Prepared under my supervision


Walter A. Sheek P.L.S. 4838


Date

Expires: 9/30/04



PM 91-265
PMB 275/34-44
LOT 72

EDINGER AVE.
S20°02'09"E 1473.80'

JAMBOREE ROAD
R=1800.00'
L=920.80' Δ=29°18'36"

PARCEL F10-101
O.R. 6681/721

LOT 72

RS 97-1015
R.S.B. 165/31-39
IRVINE'S SUBDIVISION
MRM 1/88
R.S. 92-1023
BLOCK 46 R.S.B. 139/1-2
LOT 73

SEE DETAIL "A"
BOTTOM LEFT

N52°54'57"E 133.83'
N85°11'02"E 73.27'
N56°02'27"E 59.08'
N48°33'22"E 94.05'
N45°27'43"E 87.68'
N42°15'52"E 411.12'
N39°49'21"E 107.74'
N41°41'02"E 94.73'
N48°52'43"E 41.82'
N40°43'10"E 122.25'
N40°43'10"E 78.13'
N42°46'59"E 140.37'
N49°19'54"W 33.32'

S51°13'17"W 126.74'
S50°49'06"W 101.70'
S49°22'12"W 198.91'
S42°46'50"W 237.56'
S40°08'47"W 103.43'
S40°02'01"W 336.20'

189
189
189

CANYON CHANNEL

PETERS

LOT 196

SCALE: 1" = 400'

0 200' 400'

SCALE: 1" = 400'

N73°04'15"E (RAD)
N78°33'32"E (RAD)
R=755.00'
Δ=00°29'17"
L=643.17'

P.O.B.

S51°13'17"W 126.74'

DETAIL "A"

CITY OF TUSTIN

<div style="text-align: center; font-size: 2em; font-weight: bold;">MCAS-TUSTIN</div>	SHEET 1 OF 3	SCALE 1"=400'
	P S O M A S	DRAFTED CHL
	3137 Red Hill Avenue Suite 220 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 519-2283	CHECKED WAS
		DATE APRIL, 2002
		JOB NUMBER 2TUS010500

ATTACHMENT "A.1"

MONITORING WELL RESTRICTION AREA NO. 1 (PARCEL I-H-15)

208 SQ. FT.

WELL 1001 MW 47D
WELL 1001 BC 47S

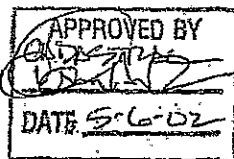
T.P.O.B.
RESTRICTION AREA NO. 1

POINT NO. 1
P.O.B. RESTRICTION AREA NO. 1

SEE DETAIL "C"
(SHT. 3 OF 3)
RESTRICTION AREA NO. 1

DETAIL "B"

0 25
SCALE: 1"=25'



DESCRIPTION: RESTRICTION AREA NO. 1 (PARCEL I-H-15, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN

SHEET 2 OF 3

PSOMAS

3187 Red Oak Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-3325 Fax (714) 545-8885

SCALE AS SHOWN

DRAFTED CHL

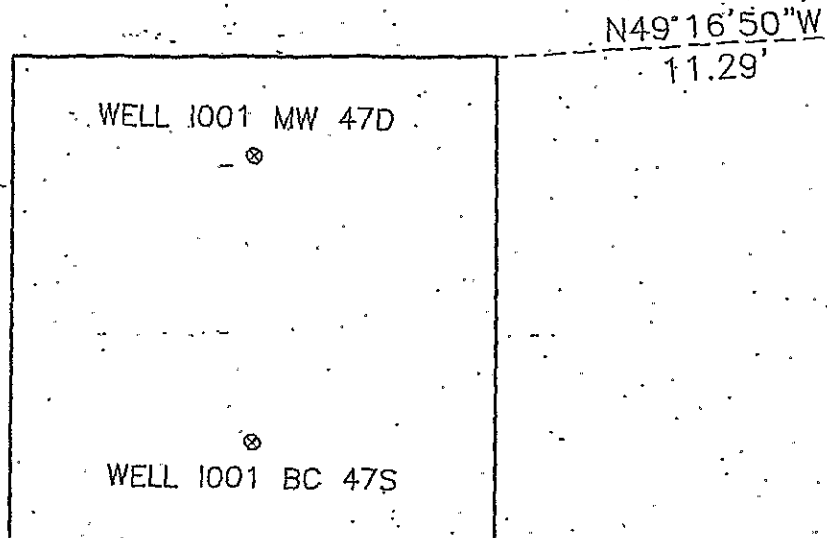
CHECKED WAS

DATE APRIL, 2002

JOB

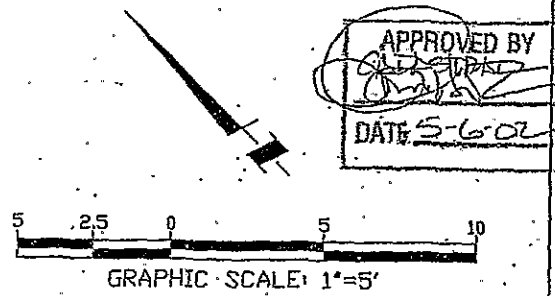
NUMBER 2TUS010300

ATTACHMENT "A.1"



DETAIL "C"

RESTRICTION AREA NO. 1



DESCRIPTION: RESTRICTION AREA NO. 1 (PARCEL I-H-15, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN

SHEET 3 OF 3	SCALE AS SHOWN
PSOMAS	DRAFTED: CHL
3187 Red Hill Avenue Suite 250 Costa Mesa, CA 92626 (714) 751-7373 Fax (714) 545-2883	CHECKED: WAS
	DATE: APRIL, 2002
	JOB NUMBER: 2TUS010500

Plot Date: 04/30/02 09:12:30 Plotted By: TUS010500 Survey/Validation: JCS, Lillis, JF, SRT03.org Claimed

Exhibit "A"

Legal Description A.2

Monitoring Locations and Areas

Of Applicability of Well Restrictions

(Parcel I-H-16, Portion of Reuse Plan Disposition Site 28)

1
2 In the City of Tustin, County of Orange, State of California, being all those portions of Lot
3 189, Block 62 of Irvine's Subdivision as shown on map filed in Book 1 Page 88 of
4 Miscellaneous Record Maps, records of said County described as follows.

5
6 **The following description is for Reference Purposes:**

7 Beginning at the intersection of the northwesterly line of that certain easement for road
8 purposes shown as Parcel 2 as granted to the Irvine Company by Instrument No. 88-456310
9 recorded September 12, 1988, Official Records, records of said County, with the curved
10 westerly line of that certain easement conveyed to the Orange County Flood Control
11 District shown as Parcel F-10-101 recorded August 19, 1963 in Book 6681 Page 721 of
12 Official records, records of said County, being a curve concave to the west having a radius
13 of 755.00 feet, a radial line to said intersection of said curve bears North 78° 33' 32" East;
14 thence along the northwesterly line of said Instrument No. 88-456310
15 South 51°13'17" West 126.74 feet; thence South 50°49'06" West 101.70 feet; thence
16 South 49°22'12" West 198.91 feet; thence South 42°46'50" West 237.56 feet; thence
17 South 40°08'47" West 103.43 feet; thence South 40°02'01" West 336.20 feet; thence
18 South 41°53'37" West 255.25 feet; thence South 47°21'06" West 73.45 feet; thence leaving
19 said northwesterly line North 49°19'54" West 33.32 feet; thence North 42°46'59" East
20 140.37 feet; thence North 40°43'10" East 200.38 feet; thence North 48°52'43" East
21 41.82 feet; thence North 41°41'02" East 94.73 feet; thence North 39°49'21" East
22 107.74 feet; thence North 42°15'52" East 247.94 feet to a point hereinafter referred to as
23 "Point No 2"; thence continuing North 42°15'52" East 163.18 feet; thence
24 North 45°27'43" East 87.68 feet; thence North 48°33'22" East 94.05 feet; thence

Exhibit "A"

Legal Description A.2

Monitoring Locations and Areas
Of Applicability of Well Restrictions

(Parcel I-H-16, Portion of Reuse Plan Disposition Site 28)

1 North 56°02'27" East 59.08 feet; thence North 65°11'02" East 73.27 feet; thence
2 North 52°54'57" East 133.83 feet to a point on said curved westerly line, a radial line of
3 said curve to said point bears North 78°04'15" East; thence southerly along said curved
4 westerly line 6.43 feet through a central angle of 0° 29' 17" to the point of beginning.

5
6 **Restriction Area No. 2 (Monitoring Wells I001 BC 43S & I001 MW 43D)**
7 **(Parcel I-H-16)**

8 Beginning at said "Point No. 2"; thence North 47°44'08" West 90.09 feet to the
9 **True Point Of Beginning**; thence South 85°17'13" West 13.00 feet; thence
10 North 4°42'47" West 13.00 feet; thence North 85°17'13" East 13.00 feet; thence
11 South 4°42'47" East 13.00 feet to the **True Point Of Beginning**

12
13 Containing 169 sq. ft., more or less.

14
15 As shown on Attachment "A.2" attached hereto and by this reference made a part hereof.

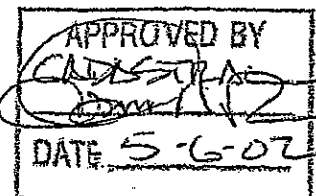
16
17
18 Prepared under my supervision

19
20
21 

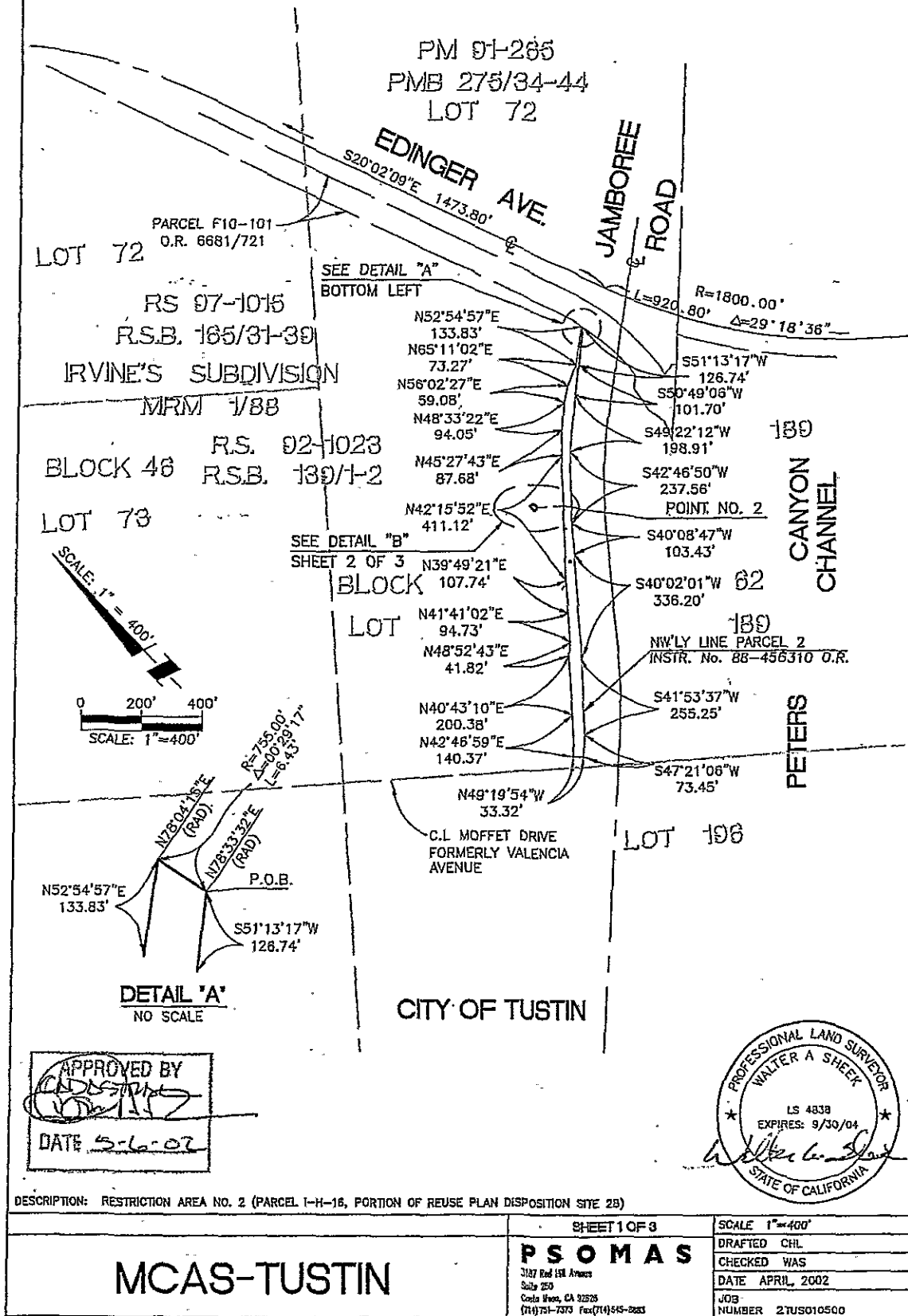
22 Walter A. Sheek P.L.S. 4838


Date

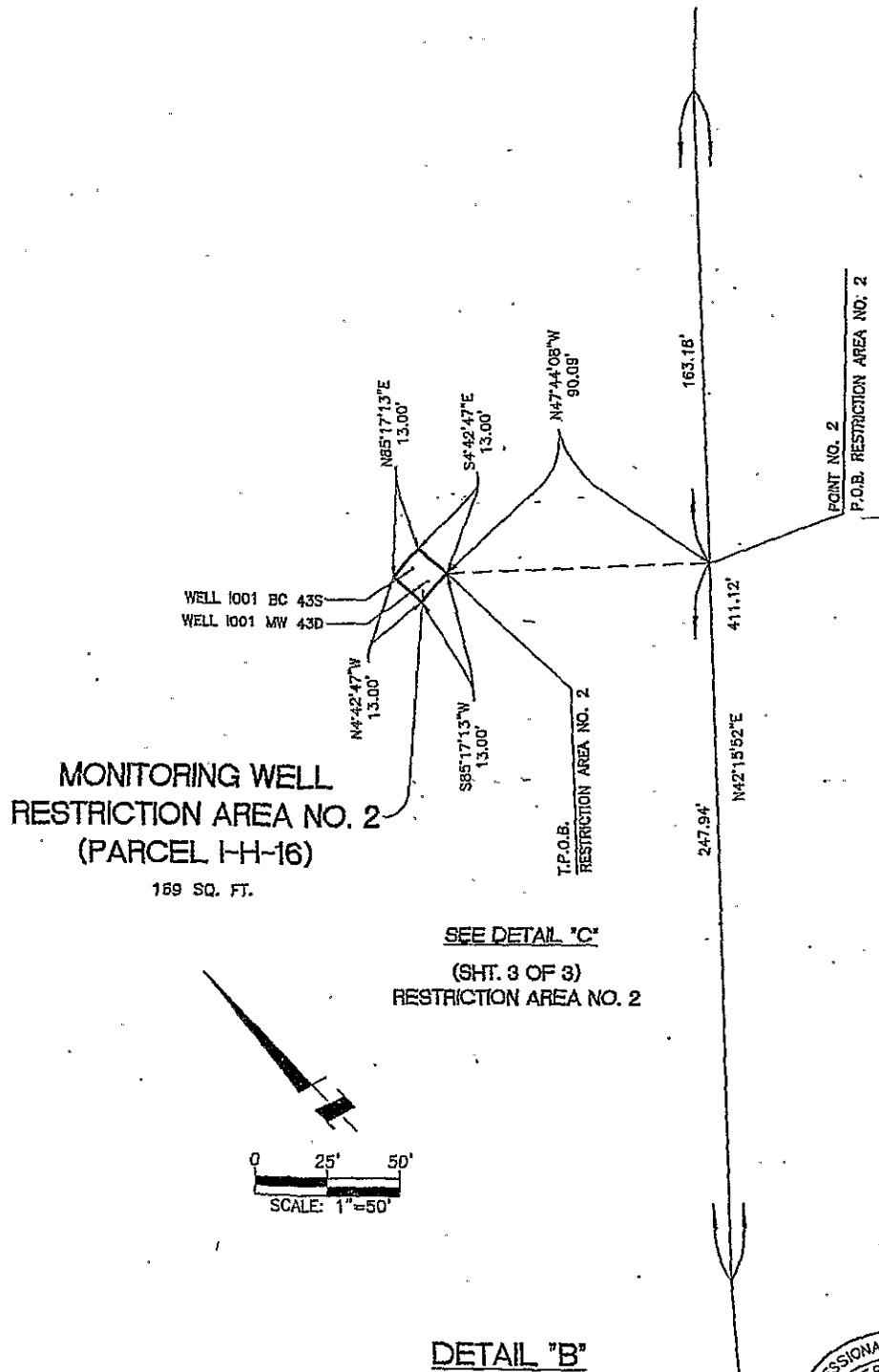
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24



ATTACHMENT "A.2"



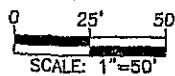
ATTACHMENT "A.2"



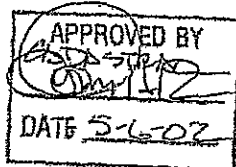
MONITORING WELL
RESTRICTION AREA NO. 2
(PARCEL I-H-16)

169 SQ. FT.

SEE DETAIL "C"
(SHT. 3 OF 3)
RESTRICTION AREA NO. 2



DETAIL "B"



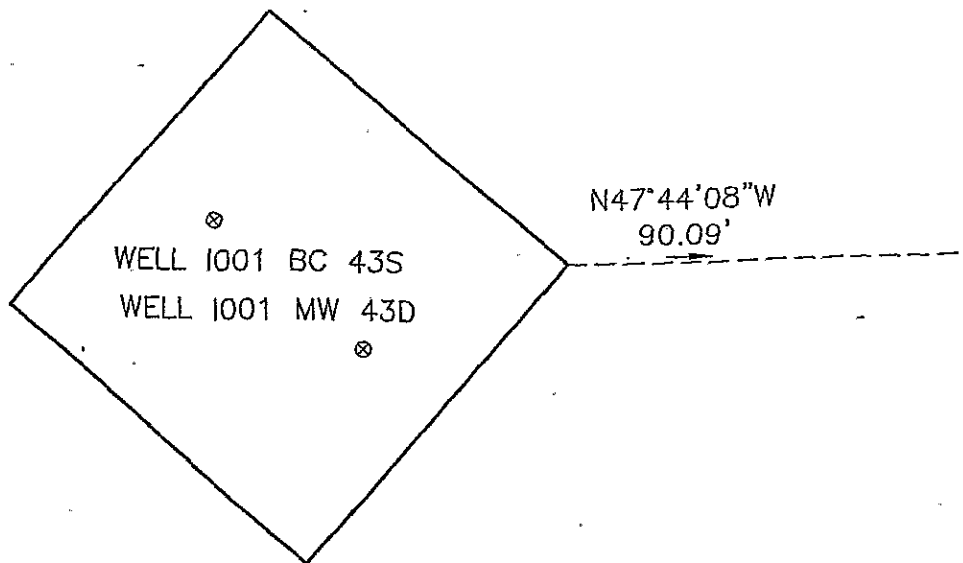
DESCRIPTION: RESTRICTION AREA NO. 2 (PARCEL I-H-16, PORTION OF REUSE PLAN DISPOSITION SITE 2B)

MCAS-TUSTIN	SHEET 2 OF 3	SCALE AS SHOWN	DRAFTED CHL
			CHECKED WAS
			DATE APRIL, 2002
			JOB
			NUMBER 2TUS010500

PSOMAS

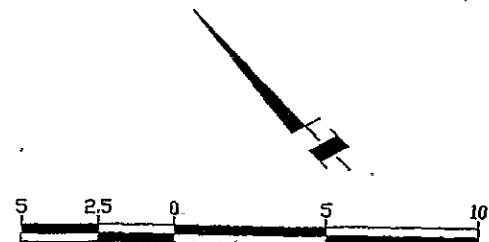
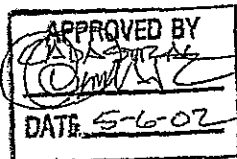
3137 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8083

ATTACHMENT "A.2"



DETAIL "C"

RESTRICTION AREA NO. 2



GRAPHIC SCALE: 1"=5'

DESCRIPTION: RESTRICTION AREA NO. 2 (PARCEL I-H-16, PORTION OF REUSE PLAN DISPOSITION SITE 28)

MCAS-TUSTIN

SHEET 3 OF 3

PSOMAS

3197 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-5253

SCALE AS SHOWN

DRAFTED CHL

CHECKED WAS

DATE APRIL, 2002

JOB

NUMBER 2TUS010500